

TERMS AND CONDITIONS

1. The disc jockey will conduct himself in a sober and proper manner and will respond to the client(s) request as to volume, situations of equipment and any other reasonable request.
2. The DJ has the right to do his/her job without fear of abuse of ANY KIND. The DJ reserves the right, after authorisation from the client to discontinue the disco at any stage. Violence will not be tolerated and the company will push for the highest charges should it take place.
3. The client may adjust the fee pro rata for any lost performance, which is a direct fault of the disc jockey.
4. The client will ensure the adequate access to the performance area and a parking space nearby for the duration of the performance at no charge.
5. The client will allow the discotheque sufficient time for his equipment to be set up and at the completion of the performance sufficient time to dismantle and remove the equipment from the venue. Minimum of 1 hour required for setting and same again for dismantling subject to access. The client will be liable for any loss or damage howsoever caused to the equipment or recorded music during such time it is at the venue outside of performance, setting up and dismantling times provided that permission has been granted for the equipment to be at the venue.
6. Should the equipment be left at the venue (as in clause 5 above) and should circumstances arise which prevent the discotheque obtaining access in order to effect removal at a mutually agreed time, then the client will be liable for additional expenses to cover further appointments for removal of said equipment. Should the situation arise where the discotheque requires the equipment for other bookings and is prevented for carrying out these additional bookings due to inability to gain access to the venue then the client will be liable for any loss of earnings thus occurred.
7. In the event of a non-solid floor spoiling the performance the discotheque will not be held responsible.
8. Sound limiters will cut the power if the volume inside the venue exceeds the pre-set level, as they are often set too low or set incorrectly. They can be triggered by singing, cheering or clapping. It can also cause damage to electrical equipment. Therefore, I reserve the right to decline a booking in venues where these devices are fitted. If the limiter has been installed after confirmation of your event then I will honour our contract, but you need to be aware that I will not take responsibility for any power failure connected with the sound limiter. If you know that the venue has a sound limiter, please inform me. The recommended limit should be between 90db and 110db. If the limiter is triggered during any part of the evening, the responsibility lies with the venue or the person who installed and set the limiter. Sound Limiters are set in accordance with local authority guidelines and installed by an approved licensed installer, as a professional DJ, I will always try to work within the limits set by the guidelines, however I cannot be held accountable for the limiter tripping during the event. By-passing the limiter will only be done with the venues permission
9. Where possible, in places of public entertainment the client will provide a room where the disc jockey may rest/ change prior to, between or after his performance.
10. The disc jockey will not be expected to be on stage without refreshments for more than four hours at a time.
11. The client shall permit the discotheque to display its advertising material at the venue.
12. Occasionally Pegasus Discos may take photographs or video footage of events, to be used in promotional materials. If you, the Client, object to this, please notify us before the date of the event in writing.
13. The discotheque and the disc jockey shall be in no way liable for any breach of covenants, regulations, by-laws and conditions under which any premises or properties are leased, hired or entrusted to the client.
14. The client warrants that he is entitled to use the venue for the purpose of the event and performance.
15. Licences for the performances of recorded music are only required at public events. (In most private parties, wedding receptions, etc..., do not require such a licence). However, it is the client's responsibility to ascertain whether or not such licences are required, and the responsibility for taking out such licences is entirely in the hands of the client. Should the discotheque be prevented from performing by any failure of the client to obtain the appropriate licences or permission for the performance or should the performance be cancelled for any reason other than that which mentioned in clause 20 then the provision relating to cancellation as set out in clause 16 shall apply.
16. This contract is not subject to a 'cooling-off period' by virtue of s28(1)(h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and therefore in the event of cancellation of the engagement by the Client, a cancellation fee will be made on the following basis: "You may cancel the contract at any time by notice in writing. You will then be liable to pay us compensation based upon a percentage of the fee depending upon the number of days before the event when the notice is received: greater than 60 days Initial payment, 60 > 29 days 50% of the outstanding balance; 28 > 0 days full payment of the fee balance. Any cancellation must be made in writing with accompanying cheque to cover any fees owing.
17. In the event to client wishes to postpone the booking this will be subject to availability and the new date must be within 12 months of the original date. Failure to provide a date will result in the booking being cancelled subject to the terms set out in paragraph 16
18. In the event that the times read TBA / TBC and remains so until the date of the function, then the standard discotheque times, 19.00h - 00.00h, shall apply with extra hours charged accordingly.
19. Balance payments are due no later than 28 days prior to the event unless alternative agreement has been made between the client and the discotheque. Failure to do so will result in a £20.00 charge being added to the balance and then 10% apr of balance owing compounded per week or part thereof until balance is received.
20. In the event of the discotheque failing to appear, the discotheque shall be liable to repay any monies paid. Whilst the discotheque will use its best endeavours to attend the function and give satisfactory performance, should the discotheque be prevented from doing so for any reason outside its control (including mechanical breakdown, equipment failure, sickness, adverse weather conditions, civil unrest or war), the discotheque shall not incur any liability for its non-appearance provided the client is informed at the earliest opportunity.
21. Pegasus Discos and the disc jockey will to the best of their ability respond to all musical requests but can not and will not be held responsible for an unresponsive crowd.
22. No Alterations may be made to the terms and conditions without written consent from Pegasus Discos, signed by both parties.
23. Each of the terms and provisions contained in this agreement shall be construed as independent of each other so that if any provision of this agreement shall be determined to be invalid and unenforceable then such determination shall not affect any other provision of the agreement which shall remain in full force and effect.